

IIN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARK THOMAS

*Plaintiff,*

v.

MILFORD HOSPITALITY LLC and ANIL PATEL, collectively d/b/a "HAMPTON INN MILFORD" JOHN, j/s/a,

*Defendant(s)*

C.A. NO.: \_\_\_\_\_

**JURY TRIAL DEMANDED**

Plaintiff, Mark Thomas, with a residential address of 918 Firetower Road, City of Williamston, County of Anderson, and State of South Carolina, by way of Complaint against the Defendants, MILFORD HOSPITALITY LLC and ANIL PATEL, collectively d/b/a "Hampton Inn Milford", jointly, severally, or in the alternative, hereby state:

**PARTIES, JURISDICTION, & VENUE**

1. At all times relevant herein, Plaintiff Mark Thomas, is an adult resident citizen of Williamston, South Carolina with a residential address as above.
2. At all times relevant herein, Defendant MILFORD HOSPITALITY LLC is a limited liability company, organized under the laws of the State of Delaware (File No.: 4479062), with a principal place of business located at 100 Lighthouse Estates Drive, Milford, Delaware, 19963, and with a registered agent for service of process believed to be Defendant Anil Patel, with a registered office located at 100 Lighthouse Estates Drive, Milford, Delaware, 19963.
3. Upon information and belief, MILFORD HOSPITALITY LLC advertises in, provides services to residents of, and does business in the Eastern District of Pennsylvania.

4. At all times relevant herein, and upon information and belief, Defendant ANIL PATEL, is an adult resident citizen of Sussex County, Delaware, servable at 100 Lighthouse Estates Drive, Milford, Delaware, 19963.

5. Together, Defendants MILFORD HOSPITALITY LLC and ANIL PATEL, collectively do business within the State of Delaware as “HAMPTON INN MILFORD”, owning, operating, overseeing, managing, and /or controlling the Hampton Inn hotel located at 100 Lighthouse Estates Drive, Milford, Delaware, 19963.

6. Jurisdiction is founded upon diversity of citizenship. The plaintiff and defendants are citizens of different states and the amount in controversy has a value in excess of \$750,000.00, exclusive of costs and interest.

#### **GENERAL ALLEGATIONS**

7. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above, and incorporate same as if fully set forth at length herein.

8. At all times material hereto, upon information and belief, MILFORD HOSPITALITY LLC, advertised to, provided services to, and did other business in the Eastern District of Pennsylvania.

9. On or about March 24, 2022, Plaintiff, Mark Thomas checked into Room 203 at the Hampton Inn hotel located at 100 Lighthouse Estates Dr., Milford, DE, 19963 (hereinafter, the “Hampton Inn”), a hotel located in Milford, Delaware, and a business which, upon information and belief, is collectively owned, supervised, managed, operated, and otherwise controlled by Defendants MILFORD HOSPITALITY LLC and ANIL PATEL.

10. In so booking the hotel room at the Hampton Inn Plaintiff contracted with Defendants MILFORD HOSPITALITY LLC and ANIL PATEL for a guest chamber of comfort, relaxation, and hospitality, which Plaintiff ultimately did not receive.

11. During the early morning hours of March 25, 2022, while Mark was falling asleep, he was bit by bed bugs.

12. Upon waking up on the morning of March 25, 2022, Mark was shocked and horrified to discover that he was covered in bed bug bites on his left wrist and forearm.

13. Mark filed an incident report with the hotel but was not provided a copy.

**COUNT ONE**  
**BREACH OF CONTRACT**

14. Plaintiffs hereby repeat all the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

15. On or about March 24<sup>th</sup>, 2022, Plaintiff entered a contract with Defendants MILFORD HOSPITALITY LLC. and ANIL PATEL, the purpose of which was for the rental of a hotel room from Defendants' establishment, Hampton Inn, located in Milford, Delaware.

16. Plaintiff tendered payment in full to the aforementioned Defendants in consideration of said contract.

17. Defendants, however, breached this contract with the Plaintiff by not providing a room that was suitable for the purposes for which it had been rented by Plaintiff; namely, a clean room suitable for lodging in without incurring the risk of harm posed by the presence of bed bugs therein.

18. Thus, Defendants MILFORD HOSPITALITY LLC. and ANIL PATEL, failed to provide Plaintiffs with the benefit they had bargained for vis-à-vis the contract.

19. As a result of the failure of these aforementioned Defendants to perform under their contract with the Plaintiff, Plaintiff sustained damages.

**WHEREFORE**, Plaintiff Mark Thomas demands judgment against the Defendants MILFORD HOSPITALITY LLC., and ANIL PATEL collectively D/B/A Hampton Inn Milford, for general and compensatory damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just. This amount has a value in excess of \$75,000.00.

**COUNT TWO**  
**NEGLIGENCE – PREMISES LIABILITY**  
**As To All Defendants**

20. Plaintiff hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.
21. Upon information and belief, Defendants MILFORD HOSPITALITY LLC., and ANIL PATEL are the owners, supervisors, managers, operators, and/or controllers of the Hampton Inn, a place of public accommodations in that it is a hotel open for business to the general public.
22. As such, the aforenamed Defendants predominately serve individuals who would be classified as business invitees under the laws of the State of Delaware.
23. As such, these Defendants had a duty to take reasonable action, both precautionary and remedial in nature, to provide for these business invitees – its guests – who would be utilizing the rooms within the Hampton Inn for lodging.
24. Specifically, as Plaintiff herein was a paid guest who had rented a room at the Hampton Inn, Plaintiff was a business invitee with respect to the Defendants, to whom such a duty of care was owed.
25. Given Plaintiff's status upon the premises of the Hampton Inn as a business invitee with respect to the Defendants, these Defendants had a duty, among other things, to perform reasonable inspections of the premises of the Hampton Inn and to keep the premises in a reasonably safe condition for its guests.

26. Further, these Defendant had a duty, at a minimum, to warn Plaintiff of known dangers present on or within the premises of the hotel.

27. The potentially hazardous condition posed by the presence of bed bugs in the rooms of the hotel was one such hazardous condition that Defendant surely had ample knowledge of.

28. If Defendants' staff – specifically, housekeepers and cleaning staff – were conducting routine room inspections and changing the bed linens between guests, it would have been abundantly obvious to Defendants that the bed in the room in which Plaintiff stayed had become infested with bed bugs.

29. Consequently, Defendant MILFORD HOSPITALITY LLC surely had actual, constructive – or at the very least – inquiry knowledge of the potentially dangerous condition present upon the premises of the Hampton Inn, for which they are responsible, in the form of bed bugs present within its guest rooms, and knew, or should have known that these bed bugs, if permitted to remain, posed a dangerous condition creating a reasonably foreseeable risk of injury to guests within the premises.

30. Even so, at all times described herein, these Defendants did so carelessly and negligently maintain the aforedescribed premises so as to allow same to become and/or remain in an unsafe and dangerous condition and were otherwise negligent.

31. At all times described herein, Defendants MILFORD HOSPITALITY LLC. and ANIL PATEL failed and neglected to take such reasonable action so as to provide for the safety of its business invitees who were guests within the premises of the Hampton Inn, for example, by performing reasonable inspections of its guests rooms to detect the presence of insects and/or bed bugs, such that the hazardous condition posed by same could be timely remediated, or by warning

Plaintiffs and other business invitees within the premises of said hazardous conditions discovered through said reasonable inspection.

32. As a result of the negligent failures of these Defendants as aforesaid, Plaintiff was caused to sustain, and in fact did sustain, personal injuries in the form of numerous severe bug bites requiring medical treatment in connection therewith.

**WHEREFORE**, Plaintiff MARK THOMAS demands judgment against the Defendants, MILFORD HOSPITALITY LLC. and ANIL PATEL, collectively d/b/a as Hampton Inn Milford, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just. This amount has a value in excess of \$75,000.00.

**COUNT THREE**  
**FICTITIOUS INDIVIDUALS AND ENTITIES**  
**As to Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10**

33. Plaintiff hereby repeats all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

34. At all times relevant to this action, Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, are fictitious names for individuals and entities whose identities are unknown at present, but who constitute persons, partnerships, joint ventures, corporations, associations, or other forms of private business entities, who participated in the tortious actions of Defendants described herein, whether by way of their negligence or in other ways as yet undetermined.

35. As a direct and proximate results of the negligence and/or tortious conduct of Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, Plaintiffs have been caused to suffer, and in fact did suffer, significant damages.

36. Plaintiffs allege an insufficient opportunity to determine the identity of all individuals or business entities whose actions or omissions may be potentially responsible in whole or in part for the damages incurred by Plaintiffs.

37. As such, Plaintiffs specifically reserve the right to name additional individuals or entities as Defendants to this action, when and if their identities become known to Plaintiff.

**WHEREFORE**, Plaintiff MARK THOMAS demands judgment against Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just. This amount has a value in excess of \$75,000.00.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,  
LENTO LAW GROUP

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